



Horse Play Rentals

Huntington Central Park Equestrian Center

18381 Goldenwest St. Huntington Beach, California 92648

714-848-6565

info@horseplayrentals.com

RIDER/PARTICIPANT INFORMATION FORM/MEDICAL RELEASE

Trail Rides/Clinics/Groundwork/Interns/Photoshoots

Ride Date: _____ Ride Time: _____

Rider Name: _____

Rider Age (if under 18 yrs of age): _____ Rider DOB (if under 18 yrs): _____

Parent Name (if under 18 yrs): _____

Phone Number: _____ Emergency Contact Name and Number: _____

Street Address: _____

City/State _____ Zip: _____

Approximate Height: _____ Weight (lbs) ____<100 ____100 - 150 ____150 - 200 ____>200

Horseback Riding Experience: _____ Less than 10 hrs _____ More than 10 hrs _____

If you would like information about upcoming riding/horsemanship clinics, horse shows and/or special events, please provide your email address below.

Email Address: _____

Headgear/Helmet Policy: All participants **MUST** wear a helmet approved for equestrian riding (provided by HPR) while mounted on a horse.

For safety, all participants **MUST** be able to speak fluent English _____ Initial _____ How did you hear about us? _____

Rider Signature (if 18 yrs or over): _____

_____ Date: _____

Parent or Guardian Signature (if under 18 yrs) & Relationship to Rider

_____ Date: _____



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MEDICAL CONSENT FORM

Rider/Participant Name: _____

Rider DOB (if under 18 yrs): _____

CONSENT TO EXAMINATION AND/OR TREATMENT

The undersigned participant, or parent/guardian of the participant, if a minor, do hereby consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said participant under the general or specific instruction of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage the staff of Horse Play Rentals and/or Huntington Central Park Equestrian Center, hospital staff and such physician to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned participant, or parent/guardian of the participant, shall pay all fees for doctors, hospitals, ambulances and other medical charges reasonable and necessarily incurred.

Participant Signature (18 yrs and older): _____

Parent/Guardian Signature (if under 18 yrs): _____

Parent/Guardian Printed Name: _____

Date Signed: _____



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ACKNOWLEDGMENT OF RISKS & ARBITRATION AGREEMENT

Rider/Participant Name: _____

Rider DOB (if under 18 yrs): _____

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") operated by Horse Play Rentals (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby acknowledge and agree, to the fullest extent permitted by law, as follows:

- a) Participation in the Programs involves certain inherent risks, which include serious physical injury and death;
- b) Participant's participation in the Programs is voluntary, and he/she has the opportunity to inspect the Host's equipment and location before any participation;
- c) The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice;
- d) Helmets are recommended for use while participating in the Programs, no exceptions
- e) Participant is obligated to follow the rules of the Programs and can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings;
- f) If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will immediately bring said hazard to the attention of the Host.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a horseback riding and rental program in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the Southern District of California, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Rider Signature (if 18 yrs or older): _____

Parent or Guardian Signature (if under 18 yrs): _____

Parent or Guardian Printed Name & Relationship: _____

Horse Play Rentals, INC

RIDER PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

****READ BEFORE SIGNING****

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called the Program), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. These risks include but are not limited to: Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, exposure to animals with the risk of them kicking, biting, shying away running off or otherwise moving in an unanticipated manner causing injury and/or death. I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever. (Participants/Riders under the age of 18 must wear safety helmets.)
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Program.
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for the (Releaser) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasers) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
6. I, for myself and on my behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE HORSE PLAY RENTALS, INC., its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the Program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASERS OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releaser from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASOR, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date Emergency Phone Number(s)



PHOTO RELEASE

I, the undersigned (Print Name) _____

Hereby:

Authorize (☐) Do NOT Authorize (☐)

Huntington Central Park Equestrian Center (HCPEC) or Horse Play Rentals (HPR) to use photographs of me and circulate same for the purpose of web advertising publicity on the HCPEC or HPR websites or social media sites without time limitation.

Signature

Date

(Parental Permission for Release

(if under 18 years of age):

I, the undersigned (Print Name) _____

Hereby:

Authorize (☐) Do NOT Authorize (☐)

Huntington Central Park Equestrian Center (HCPEC) or Horse Play Rentals (HPR) to use photographs of my child (Print Name) _____ and circulate same for the purpose of advertising publicity on the HCPEC or HPR websites or social media sites without time limitation.

Parent/Guardian Signature

Date